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of Counsel:
Victoria Lehning, Esq.

June 11, 2019

Honorable Robert D. Drain
United States Bankruptcy Court
Southern District of NY
300 Quarropas Street
White Plains, NY 10601

Re: Creative Learning Systems LLC (the "Debtor"); case no.:18-23814;
Federal Rules of Bankruptcy Rule 2019 Disclosure.

Dear Judge Drain:

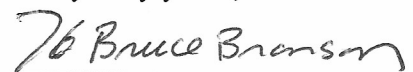
This letter is intended to advise the court of a change of equity ownership and management of the Debtor. On June 6, 2019, BFT II, LLC ("BFT"), a New York limited liability company converted some of its loan (that was approved by the Court) to equity pursuant to the loan agreement (see Conversion Letter attached hereto as Exhibit A) so that it now owns 50.25% of the Debtor.

BFT is taking over the business management of the Debtor and is working with counsel on a plan of reorganization that should be filed shortly. Ms. Cunha has taken a full-time position with a different company and will no longer be devoting significant time to the Debtor, other than some necessary bookkeeping work that she will continue to perform.

As was previously stated Vladimir Breyter ("Breyter") is the manager of BFT and will be the individual responsible for the Debtor throughout the balance of the bankruptcy.

We believe that the change of management, at this juncture, is in the best interest of the Debtor and its creditors and will best preserve the value of the Debtor and its assets.

Very truly yours,



H. Bruce Bronson

cc: Brian Masumoto, UST

Exhibit A

FROM

BFT II, LLC
90 State Street, Suite 700, Office 40
Albany, NY 12207

TO


Creative Learning Systems, LLC
62 Triangle Center
Yorktown Heights, NY 10598

Pursuant Section 6 of that certain Loan Agreement executed between BFT II, LLC ("BFT") and Creative Learning Systems, LLC ("CLS") dated April 26, 2019, BFT hereby elects to exercise its option to convert \$5,050 of the current outstanding balance of the loan (which as of June 3, 2019 was \$11,200) into membership interests of CLS on the basis of the \$5,000 pre-money valuation as set forth in the Loan Agreement. This conversion is effective upon the execution of this letter by BFT (the "Effective Time") and the remaining loan balance of \$6,150 will continue to be governed by the terms of the Loan Agreement, including the option to further convert the remaining balance of the loan, in whole or in part, into membership interests CLS.

Following the Effective Time, BFT will own 50.25%¹ of the membership interest of CLS, with Ms. Annette Cunha owning the remaining 49.75% of the membership interest.

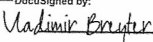
Please acknowledge and confirm the above by signing below and returning by electronic mail to bftii@breyter.com

FOR: Creative Learning Systems, LLC

DocuSigned by:

Annette Cunha
878AAC9FDEE646D

Name: Annette Cunha

FOR: BFT II, LLC

DocuSigned by:

Vladimir Breyter
8FC4313011084E3

Name: _____

¹ Calculated, pursuant to the Loan Agreement, as the fraction of (a) the converted amount of the loan divided by (b) the sum of (x) the pre-money valuation of \$5,000 and (y) the converted amount of the loan